

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (Agreement) is entered by and between the Arizona Department of Economic Security ("ADES") pursuant to A.R.S. §§ 11-952; 36-104; 8-881, 882, 883, 884; 46-300.04; and 2000 Ariz. Sess. Laws, Ch. 382 and the Arizona Department of Health Services ("ADHS") pursuant to A.R.S. §§ 11-952; 36-104; 8-881, 882, 883, 884, 41-1954 and 46-300.04 and 2000 Ariz. Sess. Laws, Ch. 382.

ADES and ADHS ("the Parties") are authorized to execute and administer contracts and are responsible for services to children and families based upon the above statutory authority; are responsible for the joint administration of the Substance Abuse Treatment Fund described in A.R.S. § 8-881, *et seq.* ("Fund"); and desire to establish a methodology and protocol to define each agency's duties and obligations in jointly administering the Fund.

The Parties agree as follows:

I. Agreement Term

The term of this Agreement shall begin on the date of last signature and shall remain in effect through June 30, 2005 unless further extended or terminated pursuant to the provisions of this Agreement.

II. Definitions

- A. "ADES" is the Arizona Department of Economic Security.
- B. "ADHS" is the Arizona Department of Health Services.
- C. "AHCCCS" is the Arizona Health Care Cost Containment System.
- D. "Title XIX" is the federally funded program administered by AHCCCS through DHS serving adults, children and family members who meet federal and state requirements of Title XIX of the Social Security Act, as amended, and who are enrolled in acute care health plans or DD/ALTCS.
- E. "Title XXI" is the federally funded program administered by AHCCCS through DHS serving children (age 0-18) who meet federal requirements for Title XXI of the Social Security Act and state implementation of this program, known as KidsCare.
- F. "Eligible program participants" are those individuals who are determined to be eligible to receive services funded by the Fund.
- G. "Fund" is the Joint Substance Abuse Treatment Fund established pursuant to A.R.S. § 8-881 with monies appropriated pursuant to A.R.S. § 46-300.04.

H. "Parties" are ADES and ADHS.

I. "Partnership" is the relationship of ADES and ADHS as joint administrators of the Fund.

III. Purpose

This Agreement is entered into for the purpose of implementing the requirements of 2000 Ariz. Sess. Laws, Ch. 382 which includes the joint administration of the Fund and the coordination of the provision of services to:

1. Parents, guardians, or custodians whose substance abuse is a significant barrier to maintaining, preserving or reunifying the family.
2. Recipients of temporary assistance for needy families whose substance abuse is a significant barrier to maintaining or obtaining employment.

IV. Mutual Objectives

The Parties agree as joint administrators of the Fund to coordinate their efforts to support the following:

- A. Services for parents and individuals whose substance abuse is a barrier to maintaining, preserving or reunifying the family or self-sufficiency in the workplace must be timely available and accessible to achieve the goal of permanency for child placement and self-sufficiency in the workplace.
- B. Services to prevent substance abuse that contributes to child abuse and neglect, or that is a significant barrier to some people trying to reenter the job market.
- C. Services for parents and individuals whose substance abuse is a barrier to maintaining, preserving or reunifying the family or self-sufficiency in the workplace must be developed by governmental and community partnerships in creating programs that strengthen and stabilize families and persons seeking to return to the work force.
- D. Programs for parents and individuals whose substance abuse is a barrier to maintaining, preserving or reunifying the family or self-sufficiency in the workplace must offer a continuum of services that are family centered, child focused, comprehensive, coordinated, flexible, community based, accessible and culturally responsive.
- E. Programs for parents and individuals whose substance abuse is a barrier to maintaining, preserving or reunifying the family or self-sufficiency in the workplace must involve collaborative partnerships among state agencies and

between state agencies and community based organizations, including faith-based organizations and regional behavioral health agencies, to provide seamless, efficient, fiscally responsible and customer friendly services to eligible persons.

V. Partnership Responsibilities

A. ADES in partnership with ADHS as joint administrators of the Fund shall maintain a coordinated effort which includes the following:

1. Coordinating the development of programs in communities for the provision of services to qualified persons who suffer from substance abuse;
2. Assisting development of community programs;
3. Joint administration of the Fund;
4. On or before December 1, 2000 the partnership shall determine the following which shall be incorporated into the Request for Proposals and resultant contracts, as applicable:
 - (a) Requirements for the qualifications of contractors who provide services in communities for qualified persons who suffer from substance abuse consistent with A.R.S. § 8-883;
 - (b) A methodology for evaluation of the community programs consistent with A.R.S. § 8-884;
 - (c) Training and technical assistance to be provided to communities for the development and provision of the programs;
 - (d) Collaboration among and integration with public and private agencies, programs, service providers, advocates and consumers;
 - (e) Coordination and integration of funding sources of the contractors, ADES and ADHS to meet prevention, treatment and other service needs;
 - (f) A method of ensuring that the Fund will be used to supplement and not to supplant other revenues available for funding substance abuse prevention, treatment or other service needs;
 - (g) Define the scope of services to be provided that are family centered and that fit within the following categories:
 - i. Substance abuse screening and assessment;
 - ii. Treatment referral;

- iii. Treatment services;
- iv. Aftercare;
- v. Service coordination;
- vi. Other services necessary to achieve the outcome goals identified in A.R.S. § 8-884;

5. On or before December 1, 2000 adopt protocols prescribing the following:

- (a) Management and coordination of the substance abuse treatment Fund;
- (b) Procedures for sharing information to assure the well-being of a child and the person being treated while maintaining confidentiality required by state and federal law. These procedures shall include requirements for treatment providers to keep any court timely informed of the nature and status of treatment for a parent, guardian or custodian of a child who is the subject of a dependency action before the court.

6. On or before March 1, 2001, adopt protocols prescribing the following:

- (a) The determination of eligibility and a screening process to identify:
 - i. A parent, guardian or custodian of a child who is named in a report to child protective services as a victim of abuse or neglect and whose substance abuse is a significant barrier to maintaining, preserving or reunifying the family;
 - ii. A person whose substance abuse is a significant barrier to maintaining or obtaining employment if the person is receiving cash assistance pursuant to title 46, chapter 2, article 5;
- (b) The coordination of services and service delivery to those persons who may be eligible for services through the Fund and who are also Title XIX or Title XXI eligible. The protocol shall address the following:
 - i. Title XIX and Title XXI eligibility determinations;
 - ii. Referrals to a Regional Behavioral Health Authority ("RBHA") for the provision of Title XIX and Title XXI services;
 - iii. Coordination of assessments for Title XIX and Title XXI services;
- (c) The resolution of grievances and appeals.

- D. All written protocols and any amendments to the protocols required by this Agreement shall be reviewed and approved in writing by the ADES Assistant Director, Division of Children Youth and Families and the ADHS Deputy Director. The protocols required by this Agreement may be amended by mutual agreement between the ADES Assistant Director, Division of Children, Youth and Families and the ADHS Deputy Director.

VI. Financing

- A. Monies in the Fund are continuously appropriated for the purposes prescribed in 2000 Ariz. Sess. Laws, Ch. 382 and are exempt from the provision of A.R.S. § 35-190 relating to the lapsing of appropriations.
- B. The Partnership shall not use more than:
1. Five per cent of the initial Fund balance for program development costs; and
 2. Ten per cent of the initial Fund balance for evaluation of community programs pursuant to A.R.S. § 8-884.
- C. The Fund shall not be used for medical treatment.
- D. Fund proceeds shall be used to supplement and not to supplant other revenues available for funding substance abuse prevention, treatment or other service needs.

VII. Payment

- A. ADES will receive the Fund appropriation and make disbursements and/or expenditures as authorized by 2000 Ariz. Sess. Laws, Ch. 382 and as authorized in this Agreement.
- B. ADES will transfer to ADHS no more than \$100,000 per State Fiscal Year from the Fund, for the term of this Agreement, in accordance with Arizona's and the United States Department Cash Management Improvement Act (CMIA) and applicable federal regulations for administration of the Fund within ADHS.
- C. The transfer of funds from ADES to ADHS shall be as follows:
1. ADHS shall submit to ADES, within fifteen (15) days following the end of each calendar month, a Monthly Invoice of Expenditures which specifies actual expenditures incurred in the following budget categories: Personnel, Employee Related Expenses, Professional and Outside Services, Equipment, Travel, Other Operating Expenses and Indirect;

along with the Companion Transaction Entry/Transfer document (GAO-614).

2. The Monthly Invoice of Expenditure shall contain a certification that the invoice is a true and accurate account of the expenditures listed on the statement for the time period specified. The Monthly Invoice of Expenditure shall be signed and dated by the person authorized to submit invoices for ADES.
3. ADHS shall submit the Monthly Invoice of Expenditure to:
Financial Services Administrator, Site Code 838Z
Financial Services Administration
Arizona Department of economic Security
1789 West Jefferson Street
Phoenix, Arizona 85007
4. ADES will within ten (10) calendar days after receipt from ADHS of the transfer request and the USAS transfer document, transfer to ADHS the money due.

VIII. Expenditure Reports

- A. ADHS shall submit to ADES a post expenditure report summarizing the expenditures of the TANF Block Grant funds no later than September 30 of each year following the expenditure. The report must be in sufficient detail for ADES to satisfy the federal reporting requirements for TANF expenditures.
- B. The reports shall be submitted to:
Financial Services Administrator, Site Code 838Z
Financial Services Administration
Arizona Department of Economic Security
Finance and Business Operations Administration
1789 West Jefferson
Phoenix, Arizona 85007
- C. ADHS shall maintain detailed accounting records to support invoices submitted, and maintain accounting records in accordance with federal record keeping requirements.
- D. ADHS agrees to allow inspection of accounting records by State and Federal agency representatives.
- E. ADHS agrees to reimburse ADES for any questioned costs identified from an audit for this program.

IX. Notices

The Department of Economic Security will address all notices relative to this Agreement to:

Leslie Schwalbe
Deputy Director
Arizona Department of Health Services
2122 E. Highland, #100
Phoenix, AZ 85016
602-381-8999

The Department of Health Services shall address all notices relative to this Agreement to:

Anna Arnold, Assistant Director
Arizona Department of Economic Security
Division of Children, Youth and Families
1789 W. Jefferson, Site Code 750A
Phoenix, Arizona 85007
602-542-3598

X. Dispute Resolution

- A. ADES and ADHS acknowledge that as joint partners in the administration of the Fund, concerns may arise that are unforeseeable or that occur in the process of developing new programs and a new way of serving children and families. To the extent that issues or problems arise, both ADES and ADHS personnel shall engage in best efforts to cooperate and work together to arrive at a resolution that is fair, timely and ultimately results in the best outcome for children and families.
- B. If concerns cannot be resolved as described above, the Partnership shall elevate the concern to the next highest level of each respective partner's authority, and to the Director level, if necessary, to attempt resolution.
- C. Ultimately, Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

XI. Non-Availability of Funds

Every payment obligation of the Parties to the Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated at the end of the period for which funds are available. No liability shall accrue to the Parties to the Agreement in the event this provision is

exercised, and the Parties to this Agreement shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

XII. Audit of Records

Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties to the Agreement shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Parties to the Agreement shall produce the original of any or all such records.

XIII. Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the Parties to the Agreement receive written notice of the cancellation unless the notice specifies a later time.

XIV. Third Party Antitrust Violations

The Parties to the Agreement assign to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Parties to the Agreement toward fulfillment of this Agreement.

XV. Applicable Law

This Agreement shall be governed and interpreted by the laws of the State of Arizona and the administrative rules promulgated thereunder.

XVI. Indemnification

Neither party agrees to indemnify the other party or hold harmless the other party from liability. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party, then the right to pursue one or both of these remedies is preserved.

XVII. Amendments

- A. No condition or requirement contained in or made a part of this Agreement shall be waived or modified without an approved, written amendment to this Agreement. An amendment shall be effective only if in writing and signed by all parties. The terms and provisions of this Agreement shall, except as to the extent so amended, remain in full force and effect.
- B. Subsection XXXI(A) above notwithstanding, the parties shall give notice to each other of any non-material alteration to this Agreement. Non-material alterations do not require a written amendment, and are:
 - 1. Change of address;
 - 2. Change of telephone number;
 - 3. Change of authorized signatory;
 - 4. Changes in the name and/or address of the person to whom notices are to be sent.

XVIII. Compliance With Non-Discrimination Laws

Except as provided in Section 703 of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e-2-(i), which permits preferential employment treatment of individual Indians, the parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975, and the State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The parties shall comply with Section 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The parties shall comply with Title VI of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in services on the basis of race, color, or national origin. The parties shall comply with the Americans with Disabilities Act and the Arizona Disability Act. The parties shall comply with the Vietnam Era Veteran's Readjustment Act of 1973, as amended, and the Rehabilitation Act of 1973, as amended, and as implemented by 41 C.F.R. Part 60 as prescribed in 41 C.F.R. 60-250.4(n) and 41 C.F.R. 60-741.4(f).

XIX. Termination

This Agreement may be terminated without cause upon thirty (30) days notice by either party during the term of this contract. This Agreement is subject to the provisions of A.R.S. §38-511.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date written below:

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

Name [Signature]

Title Mr JOHN L CLAYTON
DIRECTOR

Date MAR 21 2001

ARIZONA DEPARTMENT OF HEALTH SERVICES

Name Douglas E. Bayer, CPPB

Title Contract Management Supervisor I

Date 2/15/01

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who have determined that this Agreement is in the appropriate form and within the powers and authority granted to each respective public body.

THIS 12 day of March, 2000.

Sonia M. Blain
Assistant Attorney General
ADES Legal Counsel

THIS 15th day of February, 2000.

[Signature]
Assistant Attorney General
ADHS Legal Counsel

ritschmidt

ATTACHMENT A

VISIONING STATEMENT:

- A. ADES and ADHS agree that the vision of the substance abuse treatment fund partnership is to build a family centered service delivery system which promotes family independence, stability, self-sufficiency and recovery from substance abuse, assures child safety, and supports permanency for children.
- B. The partnership believes that the following program principles are necessary to achieve its vision:
 - 1. Positive outcomes for children and families can best be achieved through innovative collaborative partnerships with families, public and private agencies, community and faith-based organizations, regional behavioral health authorities, providers and others involved in the provision of services to families affected by substance abuse.
 - 2. Meaningful collaboration among all service delivery systems is critical to ensure a safe and permanent home for children and successful recovery for families.
 - 3. Families should be provided with timely and accurate information and encouraged to seek the services they need for treatment and recovery.
 - 4. Communities should actively support their members in seeking treatment and recovery.
 - 5. A comprehensive continuum of services should be provided that is child focused, family centered, gender specific, strength-based, culturally relevant and community based.
 - 6. The continuum of services must include a comprehensive screening and assessment for domestic violence, mental health and other risk factors during treatment planning.
 - 7. A comprehensive continuum of services should be provided in an integrated manner, responsive to cultural, demographic, and geographic diversity and community needs.
 - 8. Services should be coordinated, flexible, seamless, accessible, efficient, effective, customer-friendly, fiscally responsible and continuously improving.

9. Services should include a focus on supporting healthy families by breaking the cycle of intergenerational dependency.
10. Services should not unnecessarily force the separation of children and families.
11. Services should address the unique special needs of children that arise as a consequence of substance abuse within the family.
12. Employment services should be readily available for families as an integral part of the recovery process.
13. To expedite permanency for children, comprehensive services should be readily accessible to parents, guardians and custodians whose substance abuse is a significant barrier to reunifying the family, allowing for children the opportunity to grow-up in a permanent family.
14. Although permanency for children with their family of origin is the desired outcome, establishment of a timely alternative permanent placement should not be viewed as a failure.
15. For families who have abused or neglected their children, abstinence is the desired outcome.
16. In order to achieve best practice standards, training and staff development for collaborators and partners must include competency based curriculum related to family-centered practice, familial diversity, child development, related issues of child abuse and neglect, domestic violence, collaborative practice, motivational engagement, and the difference between use, abuse and dependence.

PROTOCOL

ADES/ADHS IGA# E4371525

Confidentiality/Communication

I. Purpose

Confidentiality and communication are intricately involved and critical elements for positive outcomes for children and families. The purpose of this protocol is for the Arizona Department of Economic Security (ADES) and the Arizona Department of Health Services (ADHS) as joint administrators of the Substance Abuse Treatment Fund, to detail the major statutes that impact communication and confidentiality. A number of considerations must be noted in the development of guidelines for information sharing across systems including; federal laws regarding substance abuse treatment confidentiality, child welfare, Temporary Assistance to Needy Families (TANF) confidentiality laws and other applicable state statutes. In order to provide appropriate treatment to participants and related services to families, contractors will have or need to obtain access to confidential information including information related to the referral, diagnosis and treatment of drug and alcohol abuse, Child Protective Services (CPS) information and information relating to those individuals receiving TANF. The importance of confidentiality is clear, especially regarding substance abuse treatment. However, providers need to find appropriate methods of communication, within the bounds of confidentiality to communicate information that assists the client in receiving appropriate and effective services.

II. Contractor Requirements

- A. All agencies or programs under contract with ADES and receiving funds from the Substance Abuse Treatment Fund are considered federally-assisted drug and alcohol programs, and, therefore, are required to follow the confidentiality requirement contained 42 U.S.C. 290dd-3, 290ee-3, and 42 C.F.R. Part II.
- B. All agencies or programs under contract with ADES and receiving funds from the Substance Abuse Treatment Fund are required under A.R.S. § 13-3620 to report instances of child abuse or neglect.
- C. All agencies or programs under contract with ADES must maintain the confidentiality of CPS information regarding those receiving TANF by A.R.S. § 8-807. CPS files, records, reports and other papers compiled for specific cases of child abuse and neglect are confidential and are not available for public inspection.

D. All agencies programs under contract with ADES must follow all applicable federal and state laws regarding confidential information about participants and their families receiving treatment or services through the Substance Abuse Treatment Fund.

E. All agencies or programs under contract with ADES and receiving funds from the Substance Abuse Treatment Fund shall develop procedures consistent with applicable law to keep the court timely informed of the nature and status of treatment for a parent, guardian, or custodian of a child who is the subject of a dependency or termination of parental rights actions pending before the juvenile court.

III. Federal Law Requirements Regarding Substance Abuse Treatment

A. **Participant Notice.** Agencies or programs are required to notify participants of the federal confidentiality laws and regulations and to provide them with a written summary of the confidentiality provision. The notice and summary should be provided at admission, or if the participant is not capable of rational communication at the admission, as soon thereafter that the participant is capable of rational communication.

B. **Disclosure of Records is Prohibited.** Federal law prohibits the disclosure of records or other information concerning any participant. The prohibition on unauthorized disclosure applies whether or not the person seeking information already has the information, has other means of obtaining it, enjoys official status, has obtained a subpoena or warrant, or is authorized by state law. The following definitions apply to the prohibition on disclosure of records:

1. **Records.** Records protected from unauthorized disclosure include any information acquired about a participant, including the participant's identity, address, medical or treatment information, and all communication made by the participant to program staff, whether in writing or recorded in some other form.

2. **Participant.** Participant includes any person who has applied for, participated in or received an interview, counseling, or any other service from an agency under contract with ADES, receiving funds from the Substance Abuse Treatment Fund.

3. **Participant Identifying Information.** Participant identifying information is any information that will identify a participant as an alcohol or drug abuser, either directly or indirectly, including any information that would directly or indirectly reveal a person's status as a current or former participant.

4. **Disclosure.** Disclosure means any communication or information about a participant that would identify someone as a participant, or as a drug or alcohol abuser, including verification of information that is already known by the person making the inquiry.

C. **Disclosure Based on Written Consent.** Disclosure is permissible if a participant has signed a valid consent form which is not expired or been revoked by the patient. The proper consent form must be in writing and must contain each of the specified items:

1. The name or general designation of the program making the disclosure;
2. The names of the individuals or organizations that will receive the disclosure (e.g., the court, other agencies, attorneys, etc.);
3. The name of the participant who is the subject of the disclosure;
4. The purpose or need for the disclosure;
5. How much and what kind of information will be disclosed;
6. The statement that the participant may revoke the consent at any time, except to the extent that the agency or program has already acted in reliance on it;
7. The date, event or condition upon which the consent expires if not previously revoked;
8. The signature of the participant (and/or other authorized person); and
9. The date in which the consent is signed.

A general medical release form or any consent form that does not contain all of the above listed elements is not acceptable.

If a participant is a minor, the minor must sign the consent and the parent, guardian or other person, or entity legally responsible for the minor, must also sign the consent.

If a participant is adjudicated incapacitated, the participant's legal guardian may make consent.

Any disclosure made with written participant's consent must be accompanied by a written statement that the information disclosed is protected by federal law and that the recipient cannot make any further disclosure of it unless permitted by federal regulations. See attached example of re-disclosure form.

IV. Child Abuse Reporting

A.R.S. § 13-3620 requires certain professional persons to report cases of child abuse or neglect to CPS or to law enforcement. A person who furnishes a report is immune from civil or criminal liability in connection with the report unless the person making the report acted with malice. The practitioner-participant privilege prohibiting the disclosure of confidential communications does not apply when making a report of child abuse.

V. State Law Requirements Regarding CPS Information

- A. **CPS Information is Confidential.** CPS information is confidential pursuant to A.R.S. § 8-807. CPS information includes all CPS files, records, reports, papers and other information that ADES gathers during the course of a CPS investigation from the time a file is opened and until it is closed. Agencies or programs must safeguard any CPS information that they receive.
- B. **CPS Information Disclosure.** Agencies or programs cannot release or further disclose CPS information to persons or entities that are not entitled to this information pursuant to A.R.S. § 8-807 and the Arizona Administrative Code covering confidential CPS information. A.R.S. § 8-807 allows certain persons or agencies to obtain confidential information in order to provide services to a child or the child's family. Agencies or programs must obtain permission from ADES before disclosing or further disseminating confidential CPS information.
- C. **Disclosure of CPS Information Cannot be Based on Written Consent.** A.R.S. § 8-807 provides that a person who is the subject of a CPS investigation, the alleged victim and the alleged victim's siblings, parents or guardians have a right of privacy that may not be directly or indirectly waived by another person who is a subject of the investigation. That means that an agency or program cannot disclose confidential CPS information even if the program participant orally agrees to the disclosure or signs a written consent, waiver or release.

VI. State Law Requirements Regarding Information Regarding TANF Recipients

- A. **Information Regarding TANF Recipients is Confidential.** A.R.S. § 41-1959 provides that all personally identifiable information concerning any applicant, claimant, recipient, employer or client (which would include TANF recipients) is confidential and cannot be released unless ordered by a superior court judge or as provided in subsections of the statute. Information can only be shared if A.R.S. § 8-807 permits the sharing of the information.
- B. **Information Regarding TANF Recipients may be Released to ADES Contractors Providing Services.** Subsection C of A.R.S. § 41-1959 allows

ADES, the department of law, and the court to release confidential information for the provision of services or the referral to services between employees of, persons under contract with, or persons holding a general employment relationship with ADES, the department of law or the juvenile court.

APPROVED AS TO FORM AND CONTENT:

Anna Arnold

ANNA ARNOLD

Arizona Dept. Of Economic Security
Assistant Director, Division of
Children, Youth and Families

Date 6/26/01

Leslie Schwalbe

LESLIE SCHWALBE

Arizona Dept. Of Health Services
Deputy Director, Division of
Behavioral Health Services

Date 5/30/01

PROTOCOL
ADES/ADHS IGA# E4371525

**Coordination Between the Substance Abuse Treatment Partnership/
ADHS Title XIX and Title XXI Programs**

I. Purpose

The purpose of this protocol is to define the responsibilities of:

- ADHS-contracted Regional Behavioral Health Authorities
- ADHS-contracted Tribal Regional Behavioral Health Authorities
- RBHA-subcontracted providers
- ADES-contracted agencies for the provision of Substance Abuse Treatment Partnership services

in coordinating services to Title XIX/XXI eligible and enrolled persons who are referred through the Partnership to the Substance Abuse Treatment Fund.

Senate Bill 1280 requires the Substance Abuse Treatment Partnership to include collaborative partnerships among and between state agencies and community-based organizations, which include faith-based organizations and Regional Behavioral Health authorities, and to include seamless, efficient, fiscally responsible and customer-friendly services to program participants. The bill also requires that the fund be used to supplement, not supplant, existing funding sources. This collaboration and coordination of resources is expected to contribute to improved outcomes for children and families.

II. Scope of Services

A. Consistency of Providers and Services

1. **Program Goals: Child Safety, Permanency, Stability, Self-sufficiency and Recovery.** The Substance Abuse Treatment Partnership program is outcome-driven to promote permanency for children, stability for families, protect the health and safety of abused and/or neglected children, and promote economic security for families and recovery for substance abuse. Providers shall coordinate, communicate and expedite services to assist and support the Partnership in achieving the statutory mandated goals.

2. **Continuum of Services.** All providers shall make available directly, by referral or through subcontractors, a continuum of services which is family centered, child focused, comprehensive, coordinated flexible, community based, accessible and culturally responsive. All providers shall provide the specified treatment modalities in the context that meets the individual, family and community need. Family-centered services include the following treatment modalities:

- a. Assessment
- b. Substance Abuse Education
- c. Outpatient Treatment
- d. Intensive Outpatient Treatment
- e. Residential Treatment
- f. Aftercare Services

3. **Essential Elements.** In the provision of the continuum of treatment services, the local collaborators shall weave the following essential elements into service delivery:

- a. Outreach and engagement.
- b. Motivational interviewing and retention.
- c. Relapse management.
- d. Service coordination. Includes incorporation of child welfare plan, employability plan and RBHA treatment plan in the service plan.
- e. Services for children (therapeutic family involvement).
- f. Supportive services.
- g. Culturally responsive and community specific.
- h. Faith-based service.
- i. Gender specific treatment.

The RBHAs shall comply with ADHS service guidelines and care practice standards established for gender specific and family-oriented addictions treatment.

4. **Accessibility Standards.** All providers serving populations participating in the Substance Abuse Treatment Partnership services shall be as consistent as possible in their accessibility standards for participants in the program who receive services from Title XIX or non-Title XIX sources. These standards shall include:

- a. Referral to assessment - 6 working days.
- b. Referral to first service - 14 days.
- c. Aftercare (after primary treatment completion) - up to 6 months.

B. Funds Coordination

1. **Substance Abuse Treatment Partnership.** The Fund provides supplemental monies for substance abuse prevention, treatment and recovery support services to achieve the legislative goals of child safety, family stability, permanency, self-sufficiency and alcohol/drug recovery.
2. **Non-Covered Medical Services.** The Fund may not be used to provide medical services for non-Title XIX/XXI participants. "Medical services" means those services provided directly by a physician/psychiatrist. Medical services include medical detoxification, psychotropic medication and psychiatric evaluation.
3. **ADHS Title XIX and Title XXI Fund.** The Title XIX/XXI programs provide all medically necessary substance abuse treatment and recovery support services to provide a comprehensive behavioral health benefit package for entitled adults, children and family members.
 - a. **Medical Necessity for Title XIX/XXI Covered Services.** Medically necessary services are covered services provided by a physician or other licensed practitioner of the healing arts and within the scope of practice under state law to: prevent disease, disability, and other adverse health conditions or their progression or prolong life.
 - b. **Non-Title XIX/XXI Covered Services.** ADHS non-Title XIX/XXI funds will be used to purchase non-Medicaid behavioral health services, subject to availability of funding.
 - c. **Prioritization of Pregnant Women.** All program participants who are pregnant shall be referred to the RBHA for substance abuse services, subject to the availability of funding.

III. Procedures

A. Title XIX/XXI Eligibility/Enrollment

1. To the greatest extent possible, financial screening for eligibility determination shall be completed at the site where the individual is initially identified or referred.
2. All program participants identified as enrolled in the Title XIX or Title XXI program shall be referred to the RBHA responsible for their geographic service area.
3. All program participants identified as potentially eligible for Title XIX or Title XXI services may receive substance abuse education services

through Substance Abuse Treatment Fund contractors until eligibility determination and enrollment in the Title XIX/XXI program is complete.

4. All providers shall assist adults and family members referred through the Substance Abuse Treatment Fund in compiling paperwork and establishing appointments with DES benefits specialists.

B. Coordination of Services

1. The RBHA, RBHA subcontractors or providers shall have primary responsibility for providing and coordinating medically necessary services to Title XIX and Title XXI adults, children and families referred through this program.

2. All programs and services shall incorporate information and recommendations of the child-welfare case plan, employability plan and/or Family Builders service plan; encourage active participation of CPS case workers, Jobs case managers and other designated DES representatives and contractors in the development of the treatment/service plan.

3. All providers will establish procedures and processes for minimizing duplication.

4. The RBHA or RBHA-contracted provider shall coordinate with any supplementary services available through local Fund contractors.

5. In order to assist in program implementation, the RBHA shall coordinate with the Partnership providers to make appropriate referrals to program participants which may include continuation of treatment services beyond or to supplement those that are medically necessary, housing, employment, structured aftercare services, and recovery fellowship services.

6. The RBHA, RBHA-contracted providers and ADES providers shall identify and report to the Partnership any systemic barriers in obtaining appropriate services for enrolled program participants as required by program policy and procedure. All individual or client-specific complaints will be addressed utilizing the issue resolution protocol.

- C. Loss of Eligibility.** The RBHA shall ensure that adults, children and family members who lose Title XIX/XXI eligibility for conditions other than incarceration are prioritized for delivery of non-Title XIX substance abuse prevention, treatment and recovery support services, subject to availability of funds.

- D. **Participation in Substance Abuse Treatment Fund Evaluation.** ADHS agrees to provide data and information related to substance abuse treatment outcomes to the ADES program evaluator for Title XIX/XXI adults, children and family members receiving services through a RBHA or RBHA-contracted provider.

APPROVED AS TO FORM AND CONTENT

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Assistant Director, Division of
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Date 6/26/01

Leslie Schwalbe

LESLIE SCHWALBE

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Date June 21, 2001

PROTOCOL
ADES/ADHS IGA# E4371525

**Management and Coordination of the
Substance Abuse Treatment Fund**


I. Purpose

The purpose of the protocol is to outline the respective roles and responsibilities of the Arizona Department of Economic Security (ADES) and the Arizona Department of Health Services (ADHS) as joint administrators of the Substance Abuse Treatment Fund established in Laws 2000, Chapter 382.

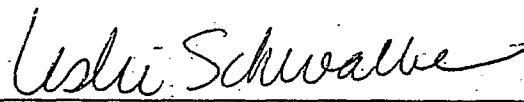
II. Procedures

- A. ADES shall serve as the lead agency for the Substance Abuse Treatment Fund. As lead agency, ADES shall have primary responsibility for managing the activities of the fund and contracts executed pursuant to the fund, including day-to-day operations and financial management.
- B. ADHS shall act as a joint partner with ADES in a support capacity to administer the fund by providing technical assistance and support within the scope of ADHS' expertise. ADHS shall maintain a full-time staff assigned to the fund. The duties of the staff shall include:
1. Technical assistance and support within the ADHS' scope of expertise;
 2. Facilitating communication and coordination of services with regional behavioral health authorities; and
 3. Acting as a liaison within ADHS to programs that overlap or interact with the goals and objectives of the fund.

APPROVED AS TO FORM AND CONTENT


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Date 5/30/01

PROTOCOL

ADES/ADHS IGA# E4371525

Non-Supplantation of Funds

I. Purpose

The purpose of the protocol is to outline the agreement of the Arizona Department of Economic Security and the Arizona Department of Health Services as joint administrators of the Substance Abuse Treatment Fund regarding non-supplantation of funds.

II. Definitions

A. **Non-Supplantation** means federal funds will be used to supplement, and not supplant, other funds that would otherwise be made available for an activity or purpose.

B. **Substance Abuse Treatment Fund**

The Fund provides supplemental monies for substance abuse prevention, treatment and recovery support services to achieve the legislative goals of family stability, permanency, self-sufficiency and alcohol/drug recovery.

Eligible Population

- a. A parent, guardian or custodian of a child who is named in a report to Child Protective Services as a victim of abuse or neglect and whose substance abuse is a significant barrier to maintaining, preserving or reunifying the family.
- b. A person whose substance abuse is a significant barrier to maintaining or obtaining employment if the person is receiving TANF cash assistance.

Medical Services

The Fund may not be used to provide medical services. "Medical services" means those services provided directly by a physician/psychiatrist.

C. **Title XIX and Title XXI Funds**

The Title XIX/XXI Programs provide all medically necessary substance abuse treatment and recovery support services to achieve the federal and state statutory

goals of a comprehensive behavioral health benefit package for entitled adults, children and family members.

Eligible Population

- a. Adults, children and family members who meet federal and state requirements of Title XIX of the Social Security Act, as amended, and who are enrolled in acute care health plans or DD/ALTCS.
- b. Children (age 0-18) who meet federal requirements for Title XXI of the Social Security Act and state implementation of this program, known as KidsCare.

D. Non-TXIX Funds

Non-TXIX funds are a mixture of state appropriated and federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds. Non-TXIX funds are used to support a community-based system of substance abuse prevention, treatment and recovery support services for Arizona residents and specialty populations targeted in the SAPT Block Grant.

E. Other Funds

Expedited Substance Abuse Treatment Fund established in Laws 1997 providing rapid access to treatment for CPS families through ADES/ACYF.

III. Agreements

- A. ADES and ADHS agree to ensure that TANF and SAPT Block Grant funds shall be used to supplement and not supplant state funds that would otherwise be made available for substance abuse treatment to eligible populations identified in SB 1280.
- B. The agencies further agree to meet on a routine basis to assess existing programs and resources and ensure their coordination to meet prevention, treatment and other service needs of eligible populations. The resource assessment shall include a consideration of unfunded services necessary to provide a comprehensive treatment program, as specified in SB 1280.
- C. The agencies further agree that meeting non-supplantation requirements shall occur at both the state level through the TXIX/TXXI program and the regional and local level through leveraging of existing funds.
- D. The agencies further agree to coordinate and share training and technical assistance resources to improve the quality of care for eligible populations identified in SB 1280.

APPROVED AS TO FORM AND CONTENT

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June 21, 2001

PROTOCOL

ADES/ADHS IGA# E4371525

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